



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

Southeast Region

WILDFIRE FUELS REDUCTION CONTRACT

Invitation to Bid West Mtn. Fuels Reduction

GENERAL PROJECT DESCRIPTION

Project is to thin dense young trees, remove low limbs, excessive undergrowth and chip debris in forest stands in order to reduce the risk of catastrophic wildfire.

PROJECT NAME

West Mtn. Fuels Reduction

PROJECT & BID CONTACT

Matt Eberlein
(509) 856-7055
matt.eberlein@dnr.wa.gov

CONTENTS OF THIS BID PACKET

Notice to Bidders
Bidding Requirements and Award of
Contract
Sample Contract
Sealed Bid Form
Map

Washington State Department of
Natural Resources
Southeast Region
713 Bowers Rd.
Ellensburg, WA 98926-9301

LOCATION

Anatone WA, Asotin Co.

BID DUE DATE & TIME

May 21, 2010
4:00 p.m. (PST)

Notice to Bidders

The Washington State Department of Natural Resources (DNR) is soliciting bids for a shaded fuel break, Asotin County, Washington, as shown on the attached map and described in Scope of Activities of the Grant Agreement.

Bidding will be by sealed bid.

Bids must be labeled on both the bid form and envelope as follows:

Sealed Bid West Mtn. Fuels Reduction

BID DEADLINE

Bids will be accepted at the state Department of Natural Resources:

Until 4:00 p.m. on May 21, 2010

Mail or hand-deliver bids to the following address:

Washington State Department of Natural Resources
713 Bowers Road
Ellensburg, WA 98926-9341

Attn: Matt Eberlein

Questions pertaining to this bid or contract can be addressed by:
Matt Eberlein, DNR Southeast Region Fuels Management
(509) 856-7055

Bidding Requirements and Award of Contract

Bidders are expected to bid on the job on a lump sum basis...*Refer to Attachment B of attached Sample Contract for details of this project's Scope of Activities and Prescriptions*
Bids will be submitted using the bid form provided by DNR.

Bidders will submit

- Sealed bid form
- Their experience doing this type of work.
- Staffing—crew structure, number of workers, use of subcontractors
- Schedule—earliest date that work could begin. Ability to meet contract deadlines
- References including names and phone numbers for which the bidder has worked.

The bids will be delivered by hand or by mail to the Washington State Department of Natural Resources. **Bids must be labeled on both the bid form and envelope** as follows:
“Sealed Bid West Mtn..Fuels Reduction and addressed to:

Washington State Department of Natural Resources
713 Bowers Road
Ellensburg, WA 98926-9341
Attn: Matt Eberlein

Bid deadline to DNR is **May 21, 2010** at 4:00 PM

Award of contract will be based on the following criterion:

- Bid Price
- References
- Experience
- Availability
- Staffing

This project is not limited to hand work and chipping. Bidders are encouraged to propose other appropriate mechanical apparatus when bidding on this project, and proposals will be reviewed accordingly.

- DNR further reserves the right to reject any or all bids received.
- DNR has the right to reject bid forms that are incorrectly filled out.
- An Award Instruction letter and copy of the executed contract will be mailed to the successful bidder.

Prospective bidders are encouraged to visit the contract area! Bidders shall not rely on any verbal representations by the state.

Please respond, even if you do not wish to bid on this project. This will confirm your contact information, and that you are interested in remaining on our contractor list.



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

Contract: West Mtn. Fuels Reduction
SEALED BID FORM

Company Name: _____

Legal Status of business; (ex: Sole Proprietorship, partnership): _____

Address: _____

Federal Tax ID/ SS#: _____

UBI #: _____

Phone: _____

Fax: _____

Email: _____

Hereby submits the following bid for the West Mtn. Fuels Reduction, Asotin County, Washington, as shown on the attached Work Map(s) and described in Scope of Activities of the Grant Agreement.

Lump Sum Bid \$ _____ (including sales tax) for the Total job.

Prevailing wage requirements under the Davis Bacon act will not apply to this project as long as the contractor does not deviate from the scope of activities described in the contract. State prevailing wage requirements will still be required for this type of work.

Bidder's Warranty and Bid Signature

By signing and submitting this bid for the "West Mtn. Fuels Reduction", the bidder warrants to DNR that they have had an opportunity to fully inspect the contract area and the job requirement specifications. Bidder further warrants to DNR that they enter this bid based upon their own judgment of the job costs and requirements formed after their own examination and inspection of the job area.

(Signature of Authorized Representative submitting this bid)

Date: _____

(Print name and title of Authorized Representative submitting this bid)

As mentioned, along with this form PLEASE PROVIDE:

- Experience doing this type of work.
- Staffing—crew structure, number of workers, use of subcontractors, etc.
- Schedule—earliest date that work could begin. Ability to meet contract deadlines.
- References including names and phone numbers for which the bidder has worked.



Grant to: XXXXXX

Agreement No FY06-XXX/ KXXX-XXXX-XXX
CFDA Number XXXX
[Federal funding agency]

This agreement is made and entered into by and between Washington State Department of Natural Resources, P.O. Box 47037, Olympia, Washington 98504-7037, hereinafter referred to as the DNR, and Grantee/Contractor Name, Address hereinafter referred to as the Grantee, for the express purposes set forth in the following provisions.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

SECTION 1. SCOPE OF ACTIVITY UNDER GRANT AGREEMENT

- 1.01** The Grantee will perform the work outlined in Attachment B. It contains the scope of activity, objectives and tasks, and deliverables.
- 1.02** All deliverables required under this agreement must be delivered to the grant manager. All oral reports required under this agreement must be presented at the location requested by the DNR.
- 1.03** The Grantee shall complete all specified activities including submission of reports, and/or other required documentation within the time periods set forth in the agreement. Failure by the Grantee to make satisfactory progress toward completion of the activities or project within the time lines specified in this agreement shall be considered a material breach and shall be grounds for immediate termination of this agreement by the DNR. The DNR has sole discretion to determine whether the Grantee is making satisfactory progress on the activities or project.

SECTION 2. CONDUCT OF WORK

The Grantee shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this agreement.

SECTION 3. PERIOD OF PERFORMANCE

3.01 Commencement Date: Subject to its other provisions, the period of performance under this agreement shall commence upon final execution by both parties.

3.02 Completion Date: This agreement shall terminate on **XXX End Date**, or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

SECTION 4. RIGHTS AND OBLIGATIONS

Attachment A contains the General Terms and Conditions governing the activities to be performed under this agreement, the nature of the working relationship between the DNR and the Grantee, and specific obligations of both parties. All rights and obligations of the parties to this agreement shall also be subject to and governed by Attachment B, the application form and original budget worksheet, each incorporated by reference herein.

SECTION 5. GRANT DISBURSEMENT AND PAYMENT

5.01 Amount of Grant. The total grant shall not exceed **\$000,000**, including sales tax and will be disbursed upon satisfactory completion of timely deliverables as described in Attachment B and in compliance with all agreement terms. Grant disbursement shall be on a cost reimbursement basis for costs incurred in the performance of this agreement.

5.02 Time of Disbursement. Disbursement shall be considered timely if made by the DNR within 30 days after receipt of properly completed invoice vouchers. Disbursement shall be sent to the address designated by the Grantee. The DNR may, in its sole discretion, terminate the agreement or withhold disbursements claimed by the Grantee if the Grantee fails to satisfactorily comply with any term or condition of this agreement or if USDA Forest Service federal funding which the DNR receives is no longer available.

5.03 Method of Disbursement. Requests for disbursement under this agreement shall be submitted by the Grantee on invoice vouchers prepared in the manner prescribed by the DNR. These vouchers shall include such information as is necessary for the DNR to determine the exact nature of all expenditures. Each voucher will clearly indicate that it is for activities under this agreement. Requests for disbursement shall be submitted to the DNR grant manager.

5.04 Expenses. No additional requests for costs or expenses are allowable. All costs and expenses associated with the Grantee fulfilling the terms and the agreement's conditions are included in the grant's amount stated in section 5(a) and no additional disbursements shall be made under this agreement.

5.05 Recapture Provision. In the event the Grantee fails to expend funds in accordance with any federal or state law or regulation or the provisions of this agreement, the DNR reserves the right to recapture funds in the amount equivalent to the amount of noncompliance. Repayment by the Grantee of funds under this section shall occur within 30 days of demand.

SECTION 6. FEDERAL SUBCONTRACT

When the DNR is passing federal funds to the Grantee, the Grantee will be considered a "sub recipient."

Sub recipient shall:

6.01 Adhere to the federal Office of Management & Budget guidelines and to other applicable federal and state regulations.

6.02 Have an audit made in accordance with Office of Management and Budget (OMB) Circular A-133 revised June 2003 and effective December 31, 2003 if the sub recipient receives federal assistance, in total from all sources, of \$500,000 or more. The sub recipient must:

1. Forward a copy of the Data Collection Form as required in OMB circular A-133 within 30 days after completion of the Federal Single Audit to the DNR.
2. If the audit reveals findings and questioned costs relating to Federal awards passed through from DNR, forward a copy of the State Auditor's audit, along with the sub recipient response and the final corrective action plan as approved by the State Auditor's Office to the DNR within nine months after the end of the audit period.

6.03 Provide access to grant/financial records for inspection by the DNR or by any duly authorized audit representative of the state of Washington for a period of at least three years after the final grant payment or any dispute resolution.

SECTION 7. ACCEPTANCE

Disbursement shall be payable to the Grantee only upon completion of agreement by the Grantee, and acceptance by the DNR. If a deliverable is not acceptable to the DNR, the DNR shall within ten (10) working days from receipt, notify the Grantee in writing of the nature of the defects in the deliverable and any proposed remedy. The Grantee shall respond to this notice in writing within ten (10) working days specifying action to be taken so as to permit acceptance by the DNR.

SECTION 8. PERFORMANCE REPORTING

The Grantee shall immediately contact the DNR grant manager in person or by fax or by telephone should any adverse conditions arise.

A final report is due to the DNR upon completion date as specified in 3.02.

SECTION 9. INSURANCE

The Grantee shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option. If the Grantee is self insured, evidence of its status as self-insured shall be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section.

Insurance Requirements

Grantee must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the DNR, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below. The Certificate of Insurance must reference DNR and Agreement number. The Grantee must provide proof of coverage before implementing this Agreement.

The Certificate(s) of Insurance must provide 45 days written notice to DNR before the cancellation, non-renewal, or material change of any insurance coverage included therein. Notices must be sent to the DNR's Resource Protection Division office, P.O. Box 47037, Olympia, WA 98504-7037.

Additional Requirements

- All insurance policies must name state of Washington, Department of Natural Resources, as an additional insured.
- All insurance policies must include Other Insurance provisions that state Grantee's policy provides primary insurance coverage.
- All insurance policies must provide liability coverage on an **occurrence** basis unless otherwise specified in this Agreement.
- Policies must be issued by an insurer admitted and licensed by the Insurance Commissioner to do business in the state of Washington. Excess or "surplus lines" carriers must be approved in advance by the Risk Manager (or other authorized representative) of DNR. All insurers must have a Best's rating of B+ or better.

Minimum Coverage Requirements

The Minimum Coverage Requirements set forth the *minimum* limits of insurance the Grantee may purchase to enter a contract with DNR. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the Grantee from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s) greater than those listed in the Minimum Coverage Requirements without prior approval by DNR.

During the term of the Agreement, Grantee must purchase and maintain the insurance coverages and limits specified below:

- A. Commercial General Liability (CGL) Insurance. Grantee must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

- B. Business Auto Policy (BAP) Insurance. If activities pursuant to this Agreement involve the use of vehicles, the Grantee must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:

- ☐ "Any Auto" (Symbol 1).
- ☐ If Grantee-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
- ☐ If Grantee hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).
- ☐ If Grantee employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The Grantee is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- C. Workers' Compensation and Employer's Liability Insurance. Grantee must comply at all times with applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations (and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act). Such coverage must be afforded for all employees of Grantee, and for all employees of any subcontractor retained by Grantee. Coverage must apply to bodily injury (including resulting death) by accident or disease which arises out of or in connection with the performance of the Agreement. Satisfaction of these requirements shall include, but not be limited to:

1. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such program is mandatory in any jurisdiction.

2. Purchase of workers' compensation and occupational disease insurance, to the extent such coverage is not provided under a mandatory government program as in paragraph I., above.
3. Maintenance of a legally permitted and governmentally approved program of self-insurance.
4. Grantee must purchase and maintain Employer's Liability or "Stop Gap" Insurance to include liability coverage with limits not less than those specified below. Grantee waives immunity under Title 51 RCW to the extent required by this clause. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	Each Employee	Policy Limit	
	<u>By Accident</u>	<u>By Disease</u>	<u>By Disease</u>
Bodily Injury	\$1,000,000	\$1,000,000	\$1,000,000

Except where prohibited by law, workers' compensation coverage shall provide for a waiver of rights of subrogation against DNR, its directors, officers, and employees. If DNR incurs fines or is required by law to provide coverage or benefits due to failure by Grantee, or any subcontractor retained by Grantee, to effect or maintain a program of compliance with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes and regulations, Grantee must indemnify DNR for all benefits, costs, and fines. Amounts owed to DNR by Grantee pursuant to any such indemnity may not be deducted for any payments owed by DNR to Grantee for performance of this Agreement.

Breach of Contract

Failure by Grantee to maintain or show evidence of insurance or comply with any of the provisions in this Agreement is a material breach of contract. Upon breach of contract, Department may, at its discretion, cancel or suspend the Agreement. All monies paid by DNR on behalf of Grantee shall be repaid to DNR on demand.

SECTION 10 GRANT MANAGER

The grant manager for the Grantee is: The grant manager for the DNR is:

Contractor
Company Name
Street Address
City, State, Zip
Phone Number

Regional Manager
Washington Department of Natural Resources
Street Address
City, State, Zip
Phone Number

SECTION 11 SIGNATURES

Dated _____, 20__ **CONTRACTOR/COMPANY**

By: _____

Title: _____

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Dated _____, 20__ By: _____

Title: _____

Approved As To Form
By Janis Snoey
The Assistant Attorney General
State of Washington
November 20, 2008

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

SECTION 1. IDENTIFICATION

The Grant Agreement Number must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this agreement.

SECTION 2. INDEPENDENT CAPACITY OF GRANTEE

The Grantee and its employees or agents performing under this agreement are not employees or agents of the DNR. The Grantee will not represent itself nor claim to be an officer or employee of the DNR or of Washington State by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to an employee under Washington law.

SECTION 3. DEDUCTION

The DNR shall make no deductions from the stated amount of the grant for income tax, social security taxes, medical insurance, industrial insurance, license fees or deduction of any other kind. Grantee is responsible for all deductions for which the Grantee may be liable.

SECTION 4. RETENTION OF RECORDS

The Grantee shall maintain books, records, documents and other materials, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and state or federal officials so authorized by law, rule, regulation or contract. The Grantee will retain these materials for three (3) years after settlement or termination.

If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION 5. RIGHTS OF INSPECTION

The Grantee shall provide right of access to its facilities to the DNR or any of its officers, or to any other authorized agent or official of Washington State or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

SECTION 6. CLOSE OUT

The Grantee must submit all requests for reimbursement for activities under this agreement to the DNR so that they are received no later than thirty (30) days following the termination of this agreement. If an earlier date is specified in this agreement, the earlier date shall take precedence.

SECTION 7. NON-DISCRIMINATION

During the performance of activities under this agreement, the Grantee shall comply with all federal and state non-discrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy, this agreement may be rescinded, cancelled or terminated in whole or in part, and the Grantee may be declared ineligible for further agreements with the DNR.

SECTION 8. ASSIGNABILITY

This agreement, and any claim arising under this agreement, is not assignable or delegable by the Grantee either in whole or in part.

SECTION 9. TERMINATION FOR FUNDING REASONS

The DNR may unilaterally terminate this agreement in the event that funding from federal, state or other sources becomes no longer available to the DNR, or is not allocated for the purpose of meeting the DNR's obligation hereunder. Such action is effective when the DNR sends written notification of termination.

SECTION 10. TERMINATION FOR CONVENIENCE

The DNR may terminate this agreement in whole or in part by written notice to the Grantee when it is in the best interest of the DNR. If this agreement is so terminated, the DNR shall be liable only for disbursements in accordance with the terms of this agreement for activities completed prior to the effective date of termination.

SECTION 11. COMPLIANCE WITH APPLICABLE STATUTES, RULES AND POLICIES

All applicable state and federal laws and regulations, and agency policies govern this agreement.

SECTION 12. DEBARMENT CERTIFICATION AND COMPLIANCE

By execution of this Agreement and sub award, Grantee certifies to DNR that it is not delinquent on any federal debt pursuant to OMB Circular A-129, and that it is not or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency pursuant to government-wide regulations.

ATTACHMENT B

CONTRACTOR **<CONTRACTORNAME>**

1. TITLE: West Mtn. Fuels Reduction

SCOPE OF ACTIVITY:

Construct a shaded fuel break in the area shown on the attached "Project Maps" according to the Specifications listed below and as approved or modified by Southeast Region Fuels Management, Matt Eberlein.

SPECIFICATIONS:

Prior to beginning this project, the Grantee will meet with Southeast Region Fuels Management, Matt Eberlein or his designee, and prepare a written Plan of Operations regarding the conduct of this contract; including but not limited to, planned start date, operating schedule and order of project completion.

The Contractor will supply a crew consisting of a minimum of 4 persons, a chipper, transportation, all saws, and equipment necessary to conduct the fuels reduction operation.

A pre designated foreman will be required to be on site at all times while the crew is working. The foreman must be able to address landowner concerns or questions as they pertain to site work.

The Contractor will have a 300-gallon water source and fire tools available onsite during operations for the purpose of fire fighting during the dates of April 15 to Oct 15 unless negotiated and will require written permission from the Department.

The Contractor will insure that toilet and garbage disposal facilities are available for crews and are used.

Work shall only proceed on regular Monday through Friday workdays. If allowed, work on weekends or designated State holidays will require written permission from the Department.

The Contractor will take steps to prevent any unnecessary damage to adjacent timber, soil or water.

The Contractor will be responsible to preserve survey markers and will replace damaged markers at their own expense using surveyors acceptable to the landowner. Contractor will also be responsible for any private property damaged during the course of the project.

The Contractor shall perform the work listed in the following Prescription:

West Mtn. Fuels Reduction

General Instructions

Ribbon colors used to mark the fuel break are as follows:

Shaded fuel break boundary is marked with pink , pink flagging along the road is there for facilitating the project location.

(Contact Matt Eberlein or his designee if any prescription clarification is needed)

General Prescription

The following prescription will be followed 100' on each side of the West Mtn. road illustrated on the map:

Special Note- For noxious weed control, all equipment must be weed washed prior to coming onto the project area. The North side unit will be completed in its entirety first before moving to the south side of the road. Prior to moving to the south side of the road a weed check needed.

1. Dead and down material up to 10 inches in diameter will be chipped and the chips scattered over the work site.
2. The limbs of dead and down trees greater than 10 inches in diameter will be removed and chipped and the remaining trunk will be left in place unless several trees have created a piled concentration. In this case, the remaining tree trunks will be separated by at least 10 feet from any other logs and left on site.
3. All vegetation stumps heights will be cut no higher than 2 inches above the ground. All cuts will be a flat or parallel cut to the ground.
4. Standing dead trees with red needles still attached shall be felled and treated using the dead and down prescription as required in item 1 and 2 above.
5. Snags will be felled if within 50 feet of another snag and will be treated using the dead and down prescription as required in item 1 and 2 above. Snags that pose a hazard to crews working in the area will be felled.
6. The Contractor will not cut any green trees from the premises that are greater than 8-inch diameter at breast height without prior approval from the Landowner.
7. Trees 8 inches and greater in diameter (DBH) will be pruned (live and dead limbs) up to a height of 15 feet. Limbs will be pruned when branches are larger than 2 inches diameter (regardless of length) or greater than 2 feet in length (regardless of diameter). No pruning will be done to a height greater than 50% of total tree height. The cut limbs will be chipped on site.

8. Trees less than 8 inches DBH will be spaced leaving 2 feet - 5 feet between crowns. Live and dead limbs will be pruned up to a height of 15 feet. Limbs will be pruned when branches are larger than 2 inches diameter (regardless of length) or greater than 2 feet in length (regardless of diameter). No pruning will be done to a height greater than 50% of total tree height. The cut limbs and stems will be chipped on site. Trees < 3 feet high do not require pruning.
9. Non-coniferous brush will be cut and chipped/ mowed on site unless islands are pre-designated or agreed to by the contract administrator or his designee.
10. Ground disturbance from machinery use shall not exceed 15% on each acre and berms, ruts and other operator caused ground disturbance will be smoothed out to original contours before leaving the immediate work area.
11. If there are pre existing of slash piles within the project boundaries prior to the project work being done the contractor will not be responsible for abatement unless otherwise negotiated with the contract administrator or their designee.
12. Project will be completed by **November 30, 2010**.

PAYMENT:

Payment will be made on a lump sum amount per completed unit. DNR contract administrator will approve request for reimbursement following approved completion of project.

